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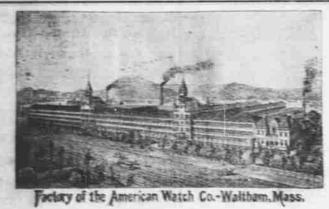
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Within the reach of everybody CIDER VINEGAR,

FROM THE

Simplest Time-Keeper to the Finest Finished Adjusted Watch.

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If you Want the Worth of your Money, LUMBER I Will Give it to You, in

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Galvanized Iron Water Pipe, all sizes, and laid on at Lowest Rates: Cast Iron and Lead Soil Pipe,

House Furnishing Goods, all kinds;

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Agents for the 'Superior' Stove DOORS SASH BLINDS



We want the Public to under-

stand that the

Union Feed Company,

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TEMAT NEED .

AT THE LOWEST RATES.

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STOVES AND RANGES SHEET METAL WARE ON HAND

THRUSE, PLOMBER, GATTERING ETC. CONTESTION FOR

WATER PIPE & FITTINGS, MINE in Agents in these Islands for the

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Mules! Horses! Both Native & California

GOOD FAMILY HORSES Capt. John C. Cluney. General Merchandise.

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Which will be Sold at LOW RATES!

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LARD, in 5 & 10 lb. PAILS EXTRA PRIME

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In Casks for Family Use. SECOND-BAND IRON SAFES ASSURTED SIDES:

CARD MATCHES Fairbank's Platform Scales,

48# 0A#8. 16. 17. 18 H Axe Handles, Pick Handles.

Cotton Waste, Salt. Plaster. A Choice Selection of CHAIRS! Barrel Shooks EXCELSIOR. Photon Carts

HANDY PHÆTONS,I New Styles of Carriages,

Express Wagons! Ladies' Phætons, HAND CARTS,

EASTERN MADE OX CARTS SUGAR BAGS,

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WILDER & CO. Importers and Dealers in

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ALL THE USUAL STOCK SIZES SCANTLING

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A Most Complete Stock of A FINE ASSORTMENT OF WALL PAPER

LATEST STYLES. NAILS, LOCKS

> BUTTS, HINGES BOLTS, SCREWS, Etc.

Scanting: Plank, surface and rough Boards, surfaced and rough; Batter Pickets, Enstie, Lattier, Clapboard

AISO, IN STEER. Fant and Whitewash frushes WHITE ZINET.

PAINT OIL. METALLIC AND OTHER PAINTS! Class.

Sait Firewood.

ALL SIZES. Of Eastern and California Make,

LOW PRICES

CRYSTAL SODA WORKS Our Goods are Acknowledged the Best! NO CORKS. We Use Patent Stoppers

Ginger Ale but ours

CHILDREN CRY POR ---OURSODAWATER

The Crystal Soda Works, P. O. BOX 287 : HONOLULE, H. L. OUR TELEPHONE IS NO. 298. Dawaiian Gazette.

WEDNESDAY, FERRUARY 20, 1884. Supreme Court of the Hawailan Islands-in Equity. Special Term. Dec 20 1883 --In Banco.

ATTON CO. The bill of complaint avers that the defend-ent corporation made in agreement with the slaintiffs dated March 1st, 1880 which is as blevs:

"No part of field A is high-er than the ditch." Chung Fock says, "we get lots 6 and 7 with the piece "F" comprise field "A" of slaintiffs dated March 1st, 1880 which is as blevs:

"No land above 7 (let "F") is activable for cultivation. Outside of "F" is about 10 above 10. ant corporation made in agreement with the

peration sealy (fully) organized under and by virtue of the laws of the Hawaiian Kingdom, has agreed to rest to Chulan & Co., merchants, doing business in Honolulu, than, certain lands situate in Hamalei, Island of Kanai, for the purpose of cultivation rice, and the cultivation of "F" is a little lawer than 7, three or four feet above the river "certainly it is fit for rice called." doing business in Honolulu, Oahu, certain lands situate in Hacales, Island of Kanai, for the purpose of cultivating rice, and the said Princeville Plantatine Company and the said Chulan & Co. do hereby agree to sign, seal and execute a lease in deplicate to be beccauter respaced upon the terms and conditions as an execute a lease in deplicate to be beccauter regarded upon the terms and conditions as an execute a lease in deplicate in the beccaute attentions as an execute a lease to the conditions as a condition of the conditions are conditions. Chulan & Co. do hereby agree to sign, seal and execute a lease in duplicate to be hereafter prepared upon the terms and conditions as use hereafter named and expressed. The Prince-ville Plantation Company agree to lease from three hundred to seven hundred acres of land to be used only in the caltivation of rice at said Hanales, and put Chulan & Co., or their cases in presentation of the state of the sample of this tract of land, that he examined it, and it was rich, alluvial seed, and not as much subject to fleeds as some agents, in possession of all lands over three hundred acres as soon as the manager elects

mpany for fencing, poets and household rposes, but such cutting shall be done under the management and control of the Manager of the Plantation Company; also to furnish all the water necessary for the cultivation of said land ith rice, also pasturage upon the lands owned controlled by the Plantation Company for the borses and cattle of Chulan & Co. used to working and cultivating the land; also that in every one innoired acres of land, two acres shall be allowed rent free for erection of houses for Cholan & Co.'s laborers, that said Cholan & Co. shall not sublet or assign the lands a any part thereof without the consent in writing of said Plantation Co., nor in any manne sterfere with the Plantation labor, also that he rent of the three hundred acres shall con-sence on the first day of April, 1889, and the alazon of said land up to seven hundred and com date of possession being given. In witness

its agent C. Koelling, about 1st April, de-cred to plantiffs, and plaintiffs took posses-n of all land marked on a map (Bowell's) 5, 6, 7, and defendant stated to play tiffs it was of the area of 300 acres and de-numbed tent therefor. That defendant about let July, 1880, delivered to plaintiffs and plain-tiffs look possession of lot 4, on said map and tated that the area was \$5\; acres and also hat certain other pieces then delivered con-tained 8.08 acres and demanded rent. That plaintiff paid the rent, believing that the state-ments were true, to 1st April, 1882. That no survey of the premises was made at the time of agreement. That plaintiffs enclosed the land with a fence when it was delivered to them and with a tence when it was deriveced to them and the fence now encloses all the land at any time in their possession. Plaintiffs suspected from the low yield that the acreage under cultivation was less than was stated by defendant and caused a survey to be made by which it ap-pears only 363.66 acres were in their posses-sion. That then plaintiffs refused to pay rent as claimed by defendant on 363.58 acres, but offered to may on 363.66 acres and demanded

effered to pay on 203.00 acres and demanded of defendant repayments of the excess of rent paid. Defendant refused to accept the ren-offered or to pay back the excess and brought action in the District Court to recover possession of the premises for non-payment of rent. The bill prays that defendant be ordered to execute a lease for 303,00 or such number of acres as the Court may find to be in plaintiffs' possession and to order the defendant to pay back the excess of rent and to accept the arrears rent due on the basis of 303.06 acres, for an unction against the suit and general relief. The answer admits the agreement and alleges in anheurer that defendant delivered. March, 1880, to plaintiffs 339 g acres of rice land, but plaintiffs being dissattated with 21 acres thereof sendred as per agreement there would remain 83,55 acres, on which rest has been demanded

d paid to April 1st, 1882. That a survey was made before any of the emises were delivered and that when posession was given, the boundaries were pointed out by Monsarrat and Koeiling, and that plaintiffs accepted Mossurral's survey; and denies that plaintiffs survey shows the area of land kept in possession by them, and avers that a large portion of the land so delivered suitable ndant has offered to take book certain porens of land left idle by plainings, but they clused to surrender the same; and other forms

The rights of the parties bereto are to be the rights of the parents, and it seems to determined by the agreement, and it seems to us that it ought to be construed as a lease. It transfers the possession of the land, suppristes the annual rest payable per arre and contains the coverants and conditions agreed upon. The rent of the 300 screa was to begin 1st April, 1880, and for the remainder up to 700 res, from date of possession given Taylor's Lamilord and Tenant, Sec. 13 rends From a consideration of the cases the rule would appear to be, that if the lastrument pro-fessing to be an agreement for a lease, is used a transfer of possession, whether immediate or arero, it is a lease, although it centains

in favore, it is a lease, although it contains a stipulation for executing a subsequent lease." For the "three hudred acres to be taken pes-seasion of immediately," it seems to be admit-ted by the plaintiffs that the agreement was a lease. The plaintiffs urge that there is no tenancy between the parties established by the agreement beyond this area of land, and that they are only liable, for use and occupa-tion, for the amount of land over three hundred acres actually occupied by them. The defendacres actually occupied by them. The defend-ant claims, that the plaintiffs should be holden for rent of whatever land over the 300 acres

was delivered to the plaintiffs.

We think the plaintiffs are bound to pay rent
for whatever land was delivered by the defendant and accepted by the plaintiffs, without reference as to whether the same was there-after planted or not by plaintiffs. This must bowever, be qualified. The land must be such as is suitable for rice culture. The land was to be "meed only in the cultivation of ri and this implies that it was to be rice l apuble, by an ordinary expenditure of m in preparation, of growing rice. The plain-inite were not bound to take land which with an extraordinary expenditure of labor and money might possibly be made to grow rice, but land reasonably level so as to be casily laid out in patches and capable of being put under water as required. That the agree-ment was so understood by the parties is evident from the fact that the plaintiffs sorri deced a piece of land of 24 acres (Lot "Y" Monsarrat's map) as being unsuitable for rice and it was accepted by defendant. It must also be land upon which water could be brought from ditches or streams convenient and accessible. We do not think it necessary in this case to decide whether the words in the agreecase to decide whether the words in the agree-ment binding the defendant to "furnish all the water necessary for the cultivation of said land with rice," compels them to cut and keep in repair the necessary canals to lead water to the land cultivated in rice by plaintiffs, for there is no allegation in the bill setting forth any default of this character by the defendant my default of this character by the defend might be said, however, that in default of particular covenant by the lessors to that effect it is not to be implied that they were to ex-FOR SILE IN QUANTITIES TO SEIT pend money and laber in the cutting of discress to lead the water to the plaintiffs rice fields, and that the action of the plaintiffs in making their ewn ditches is an indication of the way they interpreted the agreement.

The plaintiffs were bound to take whateve

land of this character was delivered them by defendants up to 400 additional to the 500. But rice land "furnished with water" means nd for which enough water for the success-il growing of crops of rice, is reasonably cossible and without charge to the plaintiffs of the use of such parts.

accessible and without charge to the plaintiffs for the use of such water.

Having settled these principles, there remains to be cocaidered how much land of this character was delivered to the plaintiffs.

The plaintiffs claim that they are only liable for rest for 203,06 acres as shown by the Howell map, and the defendants claim rent for 363,58 acres as shown by the Monsacratt. The difference between the parties is 60.50 acres, and it is made up of various parcels of land in Hanslet valley, in close proximity to the plaintiffs rice fields.

he plaintiffs rice neids.

The largest purcel is dispute is a lot of 2; 60 acres which is in the upper end of "Field A" in the Monearrait map, marked let "P." The remaining difference is 11.91 acres com-Memarratt map.

A reference to the map makes it clear that these disputed parcels all herdered upon land taken and planted by plaintiffs as suitable for rice; they are, in fact, ends or remnants of such fields and the territory is all within certain well defined untural boundaries, i. e. the Hanales River on two sides, the fact hills on

the remaining side.

Mr. Koelling the defendants, manager, says he delivered all of "Field A" (including lot "F") to Chung Fook, representing plaintiffs, in March, 1886. He says he "went over the whole of the lot with him and showed him the whole of the lot with him and showed him the boundaries as laid down (in Mensarrat map.) He did not object to any part of it. It is very good sell and all bottom land; was planted with case. I laid out ditch in upper cerner, spent two days levelling to show them where

where I cultivate in let 7 is about 10 ft. above From the Cargoes!

seil, and not as much subject to fleeds as some other places then planted by plaintiffs. He applied to Chung Fook to lease this land to bindred acres as seen as the series in the taken him and received the reply that this was not present of immediately, for the term of five allowable by the term of the lease and that by vears, with a privilege of an extension of the said lease for a further period of five years upon the same terms and conditions of the upon the same terms and conditions of the place was grown up with beahes and grass upon the same terms and conditions of the

upon the same terms and conditions of the present lease, at the yearly restal of twenty dellars per acre payable quarterly. Also that the Plantation Company will not lease any other land in Hanolei Valley for the purpose of cultivating rice, to any person or persons, without the consent of Chulan & Co. also to allow said Chulan & Co. to cut dead wood from lands owned or controlled by the Plantation that defendants are to "farman pass lands owned or controlled by the Plantation." but that its possession was retained by them It cannot properly be urged that the plaintiffs are not liable to pay rent for this piece because they use this lot for pasturage under the a-greement that defendants are to "furnish pasurage upon the lands owned or centrolled by he Plantation Co., for the horses and cattle of bulan & Co., used in working and cultivat-ing the land. The plantifia cattle were to g the land." The plaintiffs cattle were to pastured on pasture land, free of charge, estimably in common with the defendant's tle, and not upon land which is snitable to e culture and delivered as such. Let "G," containing 2 or 3 acres, is declared by Messra, Bertleman and Wilcex to be perfectly suitable

The lots B and C lie on three sides of lot I, Rowell's map, which plaintiffs plant with ce. Mr. Bertleman says of these lots that bey are adapted for rice and have been plant-in case. Mr. Wilcox says of them, "I see reason why they should not be planted i

Lat C had been prepared for rice but aban 1880, says there were several patches a-med lot 1, prepared but avidently abandoned, As to lots D and E, both Mr. Bertleman and SADDLERY! Mr. Wilcox say they are now grown up with es and are boggy or swampy; but it is said at their present condition is awing to neglect of draining during two or three years past, On the other hand Mr. Rowell says that the land above 2 and 3 (lets D and E) was swampy Sugar BAGS, 20x36; Coal BAGS and rush-grown and seemed to be blighted near the sour water and that this swamp was Filter Press Bags, on caused by not keeping drains open.

We are of the opinion that these lots cannot a considered as suitable for rice culture, and Something New and in Great Demand

exempt the plaintiffs from liability to pay at therefor. Let a reference be made to the clerk of the ourt to ascertain the acreage of lots D and F swampy, rush land, and on the coming in o his report a decree will be signed ordering he detendants to execute a lease in accordance with the agreement for 363,58 agree of land ess the acreage of lots D and E, and that the CORRUGATED ROOFING

Honsfulu, Jan. 30, 1884. Supreme Court of the Hawaiian Islands In Equity.

A. S. Hartwell for plaintiffs; F. M. Hate

BULAN AND COMPANY VS. THE PRINCE-VILLE PLANTATION COMPANY. Judd. C. J., McCelly and Antin, J. J. The decision having been filed on the 30th January, connect for the respective parties one before the Court and counsel for plain-PAVING BRICKS, GARDEN TILES tiffs claims that the plaintiffs should not pay starest on the amount found due by the

The defendants claim interest on each iter Crockery and Glassware, t rent as it became due on the acreage estabplaintiffs being disastismed win 2s acres increase increase institute for rice, defendant took ibem back, leaving \$155; acres in plaintiffs possessation; that July 1st, 1880, they delivered plaintiffs another tract of \$55% acres, and that then plaintiffs had \$71 acres, deducting 2 acres per based was uncertain and was the subject of PORTLAND CEMENT & FIRE BRICKS nir werey in this action, the claim for its rent was an unliquidated claim. No demand is shown to have been made for the sum found Roofing Slates due by the Court, nor was there any ZINCS, PAINTS AND BOILED OILS law in such a case as this is, that interest overable from the date of the writ, upo thereafter becoming due in accordance with English, American & Hawaiian Flags the terms of the agreement, upon the acreage as found by the Court. We consider that the occedings in this case are equivalent to ion by defendants to recover their renterest is therefore allowed as above for becomber 4th 1882, the date of the writ. The question is made as to the area of and upon which the Court held that the dam tiffs were not chargeable for rent. From the proofs before us, we held that Lots "D"

"E" as marked and testified to at were anfliciently definite. postion left open was as to the area of th ots so marked, and to determine which th We think that costs should be divided Decree accordingly, A. S. Hartwell for plaintiffs; F. M. Hatel

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Honolula, Feli. 7, 1884.

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#4" For particulars apply to Hito, Rawall, Nov 285, 1861. NOTICE.

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